

American Embassy Tegucigalpa, Honduras

Date: July 15, 2011

To: Prospective Quoters

Subject: **Request for Quotations number SHO800-11-Q-0035**

Enclosed is a Request for Quotations (RFQ) for **Packing and Crating Services**. If you would like to submit a quotation, follow the instructions in Section 3 of the solicitation, complete the required portions of the attached document, and submit it to the address shown on the SF 1449 that follows this letter.

The U.S. Government intends to award a Blanket Purchase Agreement (BPA) to one or more responsible companies submitting an acceptable quotation with fair and reasonable prices. We intend to award a BPA based on initial quotations, without holding discussions, although we may hold discussions with companies if there is a need to do so.

A BPA is an Agreement, not a contract, and neither party is bound by its terms and conditions. The Government is not obligated to purchase any definite amount under this BPA. If a need arises, an authorized representative of the Government may issue an order following the procedures outlined in the BPA. If the BPA-holder accepts the order, then a binding contract between the Government and BPA-holder will exist for that specific order. If the BPA-holder refuses to accept orders or furnish quotations in compliance with the terms of the Agreement, then it is likely that the Government will cancel the Agreement.

Quotations are due by July 26, 2011 on or before 10:00 am.

Enclosure

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SECTION 1 - THE SCHEDULE
BLANKET PURCHASE AGREEMENT
(BPA) No
ESTABLISHED BETWEEN US EMBASSY Tegucigalpa, Honduras

AND
THE BPA HOLDER:

1. General. Your firm is asked to agree to this Blanket Purchase Agreement (BPA) with the American Embassy Tegucigalpa, Honduras. This BPA, hereafter referred to as "Agreement" will establish the terms and conditions applicable to potential future purchases of packing, shipping and freight forwarding services. Our objective in establishing this Agreement is to reduce the Government's administrative costs and to eliminate unnecessary duplication of paperwork that can result when repetitive purchases of items are made from the same vendor.

If you accept our invitation, this Agreement will become effective upon acceptance by you and will remain in effect until ended by either party.

2. Scope of Work. If and when requested by the Contracting Officer or by persons named as authorized ordering officials in this Agreement, the Agreement-holder agrees to furnish shipping/packing supplies and services under the conditions specified in this Agreement and its Addenda.

3. Issuance of Orders. Any purchase made under this Agreement will be based on written quotations submitted in response to Standard Form (SF) 18, Request for Quotations, or equivalent form. Orders may be placed: a) in writing on the Optional Form 347 or b) electronically. When orders are placed, the employee placing the order will identify himself/herself to you and provide you with the following information:

- Specific description of the services being purchased;
- The unit price(s) and total estimated price established by Agreement with you;
- The time and place of delivery; and
- AGREEMENT Number

4. Terms and Conditions. The following terms and conditions apply to this Agreement:

The Government is not obligated to purchase any definite amount under this Agreement.

- The amount of any one order shall not exceed \$15,000.00

- The total amount ordered under this Agreement shall not exceed \$150,000 over the life of this blanket purchase agreement.
- The prices to the Government shall be as low or lower than those charged your most favored customers for comparable quantities under similar terms and conditions, in addition to any discount for prompt payment. In no event, shall the prices exceed those set forth in this Agreement.
- All work performed as a result of any order(s) issued under this Agreement shall be performed in accordance with Attachments 1 through 5 to this Agreement.

5. Authorized Ordering Officers. The following Embassy employees are authorized to place orders under this Agreement:

<u>Name of Ordering Officer</u>	<u>Title</u>	<u>Maximum Limitation per Order</u>
Olguita Aguiluz	COR	\$15,000.00
Marbella Bendaña	C&S Assistant	\$15,000.00

6. Quotations and Order Issuance.

- A. When the Embassy requests a quotation, the BPA-holder shall perform a pre-shipment survey to develop the estimate, using prices no higher than those set forth in Attachment 1. The BPA-holder shall not charge for the pre-shipment survey.
- B. If more than one vendor has received an Agreement for these services, the following procedures shall govern regarding issuance of individual orders. The BPA-holder shall not perform any work without an order being issued to the BPA-holder by an authorized ordering official.
 - (1) As the need for services arises, the Government will develop a price estimate. If the estimate does not exceed US\$3,000, the Government will follow the procedures in paragraph (2) below. If the estimate exceeds US\$3,000, the Government will follow the procedures in paragraph (3) below.
 - (2) Orders not exceeding US\$3,000 - The Government will select a BPA-holder for issuance of the order. This decision will be based on the Government's best interests, which may include factors such as estimated price and past performance record.
 - (3) Orders exceeding US\$3,000 - Unless one of the exceptions in paragraph (4) below applies, the Government will follow one of the following two scenarios:

- (a) The Government will request each BPA-holder to perform, AT NO COST TO THE GOVERNMENT, a pre-shipment survey after which the BPA-holder will present an estimate to the Government. Whether or not the BPA-holder is selected for an individual order, the Government shall not be liable for any claim from the BPA-holder for the costs of performing the pre-shipment survey. Selection will be based on a combination of estimated price and past performance information; or
 - (b) If the Contracting Officer can establish which BPA-holder's prices will result in the lowest price for the individual order without requesting a pre-shipment survey, the Government will make its award selection based upon the prices set forth in the BPA and past performance information gained as a result of BPA-holder performance under this Agreement.
- (4) Regardless of whether the procedures in paragraph (2) or (3) above were followed, selection of BPA-holders shall not be protestable to GAO under Subpart 33.1 of the Federal Acquisition Regulation, except on the grounds that the order increases the scope, period, or maximum value of the Agreement. However, the Department of State does have an Acquisition Ombudsman who will review complaints by BPA-holders to ensure that all BPA-holders are afforded a fair opportunity to be considered for these task orders, pursuant to the procedures for award of task orders established herein.
- (5) Exceptions to the procedures in paragraph (4) above:
- (a) The agency need for the required services is of such urgency that providing such competitive opportunity would result in unacceptable delays;
 - (b) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the agreement, provided that all awardees were given a fair opportunity to be considered for the original order.

7. Delivery Tickets. For all shipments/deliveries, the BPA-holder shall enclose a delivery ticket that shall contain the following minimum information:

- (i). Name of Supplier
- (ii). Agreement number
- (iii). Date of purchase
- (iv). Purchase Number
- (v). Itemized list of services furnished
- (vi). Quantity, unit price, and extension of each item, less applicable discounts
- (vii). Name of the authorized employee who placed the order

8. Invoices and Payment.

A. The Government will make payments for each order issued under this Agreement in accordance with the payment terms provided herein, upon submission by the BPA-holder, of a proper invoice and a copy of the appropriate delivery tickets. The Government will disallow expenditures for international air shipments on foreign flag air carriers unless the appropriate certificate or waiver is attached to invoices. The certification used in clause 52.247-63, Preference for U.S.-Flag Air Carriers, satisfies the justification requirement.

B. Submit invoices to: ***Customs and Shipping Office
American Embassy,
Ave. La Paz
Tegucigalpa, Honduras .***

C. The BPA-holder shall submit individual invoices for each order, accompanied by a copy of the appropriate delivery ticket(s).

D. Please indicate the remittance or check mailing address in the space provided below if different from the address to which this Agreement was addressed.

9. Law and Regulation. The use of this Agreement does not authorize purchases that are not otherwise authorized by law or regulation.

10. List of Attachments. The following attachments are part of this Agreement. If an authorized ordering official issues an order under this Agreement and the BPA-holder accepts that order, then the order shall be performed in compliance with Attachments 1 through 5, and for purposes of performance of the services required under the order, the BPA-holder shall be a Contractor and each accepted order shall be a contract.

Section 1: The Schedule

Attachment 1: Terms and Conditions
Attachment 2: Scope of Work
Attachment 3: Packing Specifications
Attachment 4: Government Furnished Property
Attachment 5: Container Specifications

Section 2: Clauses

11. Signatures. You are requested to acknowledge acceptance of this Agreement, including its terms, conditions, and clauses, by signing and returning a copy to the American Embassy Tegucigalpa, Honduras.

Sincerely,

Neil B. Richter
Contracting Officer

ACCEPTED BY:

(Name) (Title) (Date)

ATTACHMENT 1

Terms and Conditions

1. Pricing.

A. The prices shall include all expenses incident to the services to be performed and materials to be provided. Payments shall be limited to actual services performed. No claim for any additional compensation shall be considered unless it has been authorized by the Contracting Officer in writing in advance. The Government shall not be responsible for any work performed that is not specifically provided for under the terms of this Agreement or authorized by the Government in writing in advance.

B. The prices to the US Government under this Agreement shall be in accordance with the following pricing matrix (prices including all direct and indirect costs, insurance—see FAR 52.228-4 and -5, overhead, and profit):

BASE PERIOD PRICES August 1, 2011 through July 31, 2012

	Unit of Measure	Rate per Unit	Estimated Qty.	Total Amount
(a) Packing Services				
(1) Packing of HHE Effect				
Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Tega.	<u>PER CWT</u>	_____	<u>32</u>	_____
Packing services for HHE under “air authorized destinations” as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier.	<u>PER CWT</u>	_____	<u>3</u>	_____
Packing of HHE for local move (within city limits)	<u>PER CWT</u>	_____	<u>3</u>	_____
Handling of items already packed To be included in the inventory	<u>PER CWT</u>	_____	<u>1</u>	_____
Minimum chargeable weight	1,000 LBS			
(2) Packing of UAB				

Packing, weighing, steel banding at residence and delivery to carrier.	PER 100 <u>GROSS</u>	_____	___39___	_____
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Minimum weight chargeable	150 LBS
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(b) Unpacking Services

(1) Unpacking of HHE

Receipt at contractors facilities Delivery and unpacking At residence	<u>PER CWT</u>	_____	___29___	_____
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Pick-up at Customs (Toncontin), LCL (Less than container cargo) deliver and unpack at residence	<u>PER CWT</u>	_____	___5___	_____
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Minimum chargeable weight	<u>1,000 LBS</u>
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(c) Storage Services

(1) Monthly Storage of
Effects

<u>PER CWT</u>	_____	___6___	_____
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(d) Freight Handling

Transportation of goods within city limits (local move)	<u>PER CUFT</u>	_____	___4___	_____
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Transportation of household furniture from Embassy warehouse to residences and from residences to warehouse and residence to residence.	<u>PER MOVE</u>	_____	___36___	_____
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(e) Vehicles

Vehicle unloading from shipping line
container or platform to a platform
tower and transport to Embassy premises
or designated residences.

Without Boxing	<u>Vehicle</u>	_____	___19___	_____
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With Boxing	<u>Vehicle</u>	_____	___1___	_____
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Vehicle unloading from shipping line
container and delivery to owner or embassy
representative at Contractor's premises

Without Boxing	<u>Vehicle</u>	_____	<u>5</u>	_____
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With Boxing	<u>Vehicle</u>	_____	<u>1</u>	_____
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Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor's facilities for loading to shipping line container or platform.

Without Boxing	<u>Vehicle</u>	_____	<u>18</u>	_____
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With Boxing	<u>Vehicle</u>	_____	<u>1</u>	_____
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Storage per Vehicle	Monthly	_____	<u>5</u>	_____
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(f) Other Services

Cost for opening, removing and closing liftvan while in storage.	_____	_____	<u>1</u>	_____
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Waterproof each piece packed.	<u>PER CWT</u>	_____	<u>2</u>	_____
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Waterproof top of lift vans and crates with zinc sheets.	<u>PER VAN</u>	_____	<u>4</u>	_____
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Packing of office furniture and Equipment.	<u>PER CWT</u>	_____	<u>2</u>	_____
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CRANE SERVICES Delivery or removal of HHE at Employee's Residence	_____	_____	<u>3</u>	_____
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FORKLIFT SERVICES Delivery or removal of office Equipment	_____	_____	<u>4</u>	_____
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Delivery or removal of HHE at employee's residence	_____	_____	<u>4</u>	_____
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TRANSPORTATION SERVICES OUTSIDE CITY LIMITS

Per truck load (Contractor is Required to provide a chart with Estimated costs subject to fuel Prices)	<u>PER TRUCK LOAD</u>	_____	<u>5</u>	_____
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TRANSPORTATION SERVICES WITHIN CENTRAL AMERICAN COUNTRIES

(Contractor is required to provide
estimated costs subject to fuel
prices)

PER TRUCK LOAD _____ 3 _____

IN AND OUT HANDLING FROM OUR SIT
(local move)

PER SHIPMENT _____ 3 _____

ESTIMATED BASE PERIOD _____

FIRST OPTION YEAR PRICES August 1, 2012 through July 31, 2013

	Unit of Measure	Rate per Unit	Estimated Qty.	Total Amount
(a) Packing Services				
(1) Packing of HHE Effect				
Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Tega.	<u>PER CWT</u>	_____	<u>32</u>	_____
Packing services for HHE under "air authorized destinations" as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier.	<u>PER CWT</u>	_____	<u>3</u>	_____
Packing of HHE for local move (within city limits)	<u>PER CWT</u>	_____	<u>3</u>	_____
Handling of items already packed To be included in the inventory	<u>PER CWT</u>	_____	<u>1</u>	_____
Minimum chargeable weight	1,000 LBS			
(2) Packing of UAB				
Packing, weighing, steel banding at residence and delivery to carrier.	<u>PER 100 GROSS</u>	_____	<u>39</u>	_____
Minimum weight chargeable	150 LBS			

(2) Unpacking Services

(1) Unpacking of HHE

Receipt at contractors facilities				
Delivery and unpacking				
At residence	<u>PER CWT</u>	_____	<u>29</u>	_____
Pick-up at Customs (Toncontin),				
LCL (Less than container cargo)				
deliver and unpack				
at residence	<u>PER CWT</u>	_____	<u>5</u>	_____
Minimum chargeable weight	<u>1,000 LBS</u>			

(3) Storage Services

(1) Monthly Storage of				
Effects	<u>PER CWT</u>	_____	<u>6</u>	_____

(4) Freight Handling

Transportation of goods within city				
limits (local move)	<u>PER CUFT</u>	_____	<u>4</u>	_____
Transportation of household furniture				
from Embassy warehouse to residences				
and from residences to warehouse				
and residence to residence.	<u>PER MOVE</u>	_____	<u>36</u>	_____

(5) Vehicles

Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences.

Without Boxing	<u>Vehicle</u>	_____	<u>19</u>	_____
With Boxing	<u>Vehicle</u>	_____	<u>1</u>	_____

Vehicle unloading from shipping line container and delivery to owner or embassy representative at Contractor's premises

Without Boxing	<u>Vehicle</u>	_____	<u>5</u>	_____
With Boxing	<u>Vehicle</u>	_____	<u>1</u>	_____

Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor's facilities for loading to shipping line container or platform.

Without Boxing	<u>Vehicle</u>	_____	<u>18</u>	_____
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With Boxing Vehicle _____ 1 _____

Storage per Vehicle Monthly _____ 5 _____

(6) Other Services

Cost for opening, removing and
closing liftvan while in storage. _____ _____ 1 _____

Waterproof each piece
packed. PER CWT _____ 2 _____

Waterproof top of lift vans and
crates with zinc sheets. PER VAN _____ 4 _____

Packing of office furniture and
Equipment. PER CWT _____ 2 _____

CRANE SERVICES
Delivery or removal of HHE
at Employee's Residence _____ _____ 3 _____

FORKLIFT SERVICES
Delivery or removal of office
Equipment _____ _____ 4 _____

Delivery or removal of HHE
at employee's residence _____ _____ 4 _____

TRANSPORTATION SERVICES OUTSIDE
CITY LIMITS
Per truck load (Contractor is
Required to provide a chart with
Estimated costs subject to fuel
Prices) PER TRUCK LOAD _____ 5 _____

TRANSPORTATION SERVICES WITHIN
CENTRAL AMERICAN COUNTRIES
(Contractor is required to provide
estimated costs subject to fuel
prices) PER TRUCK LOAD _____ 3 _____

IN AND OUT HANDLING FROM OUR SIT
(local move) PER SHIPMENT _____ 3 _____

ESTIMATED FIRST OPTION YEAR _____

SECOND OPTION YEAR August 1, 2013 through July 31, 2014

	Unit of Measure	Rate per Unit	Estimated Qty.	Total Amount
(a) Packing Services				
(1) Packing of HHE Effect				
Packing services for surface shipments, including all materials, weighing and crating at residence and delivery to shipping line containers in Tega.	<u>PER CWT</u>	_____	<u>32</u>	_____
Packing services for HHE under “air authorized destinations” as airfreight shipments, including all materials, weighing and crating at residence and delivery to carrier.	<u>PER CWT</u>	_____	<u>3</u>	_____
Packing of HHE for local move (within city limits)	<u>PER CWT</u>	_____	<u>3</u>	_____
Handling of items already packed To be included in the inventory	<u>PER CWT</u>	_____	<u>5</u>	_____
Minimum chargeable weight	1,000 LBS			
(2) Packing of UAB				
Packing, weighing, steel banding at residence and delivery to carrier.	<u>PER 100 GROSS</u>	_____	<u>39</u>	_____
Minimum weight chargeable	150 LBS			

(g) Unpacking Services

(1) Unpacking of HHE				
Receipt at contractors facilities Delivery and unpacking At residence	<u>PER CWT</u>	_____	<u>29</u>	_____
Pick-up at Customs (Toncontin), LCL (Less than container cargo) deliver and unpack at residence	<u>PER CWT</u>	_____	<u>5</u>	_____

Minimum chargeable weight **1,000 LBS**

(h) Storage Services

(1) Monthly Storage of Effects	<u>PER CWT</u>	_____	6	_____
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(i) Freight Handling

Transportation of goods within city limits (local move)	<u>PER CUFT</u>	_____	4	_____
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Transportation of household furniture from Embassy warehouse to residences and from residences to warehouse and residence to residence.	<u>PER MOVE</u>	_____	36	_____
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(j) Vehicles

Vehicle unloading from shipping line container or platform to a platform tower and transport to Embassy premises or designated residences.

Without Boxing	<u>Vehicle</u>	_____	19	_____
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With Boxing	<u>Vehicle</u>	_____	1	_____
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Vehicle unloading from shipping line container and delivery to owner or embassy representative at Contractor's premises

Without Boxing	<u>Vehicle</u>	_____	5	_____
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With Boxing	<u>Vehicle</u>	_____	1	_____
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Vehicle loading from Embassy premises or designated residences to platform tower and transport to contractor's facilities for loading to shipping line container or platform.

Without Boxing	<u>Vehicle</u>	_____	18	_____
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With Boxing	<u>Vehicle</u>	_____	1	_____
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Storage per Vehicle	Monthly	_____	5	_____
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(k) Other Services

Cost for opening, removing and closing liftvan while in storage. _____ 1 _____

Waterproof each piece packed. PER CWT _____ 2 _____

Waterproof top of lift vans and crates with zinc sheets. PER VAN _____ 4 _____

Packing of office furniture and Equipment. PER CWT _____ 2 _____

CRANE SERVICES
Delivery or removal of HHE at Employee's Residence _____ 3 _____

FORKLIFT SERVICES
Delivery or removal of office Equipment _____ 4 _____

Delivery or removal of HHE at employee's residence _____ 4 _____

TRANSPORTATION SERVICES OUTSIDE CITY LIMITS
Per truck load (Contractor is Required to provide a chart with Estimated costs subject to fuel Prices) PER TRUCK LOAD _____ 5 _____

TRANSPORTATION SERVICES WITHIN CENTRAL AMERICAN COUNTRIES
(Contractor is required to provide estimated costs subject to fuel prices) PER TRUCK LOAD _____ 3 _____

IN AND OUT HANDLING FROM OUR SIT (local move) PER SHIPMENT _____ 3 _____

Estimated Second Option Year _____

Base Period Price _____
First Option Year Price _____
Second Option Year Price _____
Total Contract cost _____

2. DELIVERY SCHEDULE - The following items shall be delivered under this Agreement.

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver To:</u>
Written Estimate (if required)	1	Upon COR Request	COR
Inventory List	6	Within one day of completion of pack-out	Original - BPA-holder one - client four – COR
Pre-shipment Survey	1	On the date the survey is completed	client & COR
Changes in date/time of packing	2	at least 2 hours before scheduled time/date	COR client
Non-Negotiable Warehouse Receipt	1	25 calendar days after pickup storage at the GOV facility	original - COR
Notification of Completion of Services	1	Immediately upon completion of required services	COR
Notice of Availability for Shipment	1	Immediately upon completion of each assigned packing effort	COR
Request for Shipping	1	24 hrs after Notice of Availability	COR
Required Shipping Documentation	1	By Date of Embarkation	COR
Receipt of Effects and Unaccompanied Air Baggage	1	Upon discovery	COR
Delivery Receipt	1	Upon completion of delivery and/or unpacking	copy to COR
Inventory List articles lost or damaged in	6	7 calendar days after delivery of goods	Original -BPA-holder one - client

shipment			one – COR
Weight Certificate	1	Submission with each invoice	COR
GOV Identity Cards	No. Issued	Returned upon expiration of Agreement or when an employee leaves service	COR

3. Government Approval and Acceptance of BPA-Holder Employees.

The BPA-holder shall subject its personnel to the Government's approval. All employees must pass a suitable investigation conducted by the BPA-holder, including recommendation(s) from their respective supervisor(s). A police check covering criminal and/or subversive activities, a check of personal residence, and a credit investigation are also required. The BPA-holder shall provide all such investigations in summary form to the COR for review and approval or disapproval. THE BPA-HOLDER SHALL NOT USE ANY EMPLOYEES UNDER THIS AGREEMENT WITHOUT GOVERNMENT APPROVAL.

4. Key Personnel.

The BPA-holder shall assign to this contract the following key person to the identified position/function:

<u>Position/Function</u>	<u>Name</u>
Project Manager	*

During the first 90 days of performance, the BPA-holder shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

5. Personal Injury, Property Loss or Damage (Liability)

The BPA-holder assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the BPA-holder's personnel in the performance of the services required under this Agreement.

6. Insurance - The BPA-holder, at its own expense, shall provide and maintain during the entire period of performance of this Agreement, whatever insurance is legally necessary. The BPA-holder shall procure and maintain during the entire period of performance under this BPA the following minimum insurance:

COMPREHENSIVE GENERAL LIABILITY

Bodily injury	L. 20,000.00 per occurrence
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WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation and Occupational Disease	L. 20,000.00 Statutory, as required by host country law
Employer's Liability	L. 20,000.00

7. Bonding of Employees - Bonds. The Government imposes no bonding requirement on this Agreement. The BPA-holder shall provide any official bonds required, pay any fees or costs involved or related to equipping of any employees engaged in providing services under this Agreement, if legally required by the local government or local practice.

8. Permits - Without additional cost to the Government, the BPA-holder shall obtain all permits, licenses, and appointments required for the prosecution of work under this Agreement. The BPA-holder shall obtain these permits, licenses, and appointments in compliance with applicable host country laws. The BPA-holder shall provide evidence of possession or status of application for such permits, licenses, and appointments to the Contracting Officer with his quotation for consideration for an Agreement.

ATTACHMENT 2 SCOPE OF WORK

1. WORK REQUIREMENTS

1.1 General. The Contractor shall provide services for the United States Mission, **Tegucigalpa, Honduras** as described. This consists of packing, freight handling, forwarding, cargo storage, customs clearance and other related services that apply to shipments originating from, consigned to, routed through, and/or moved within the geographic area(s) of **Honduras**.

The Contractor shall furnish all managerial, administrative, direct labor personnel, materials and transportation that are necessary to accomplish all work as required by this contract. Contractor employees shall be on site only for performance of contractual duties and not for other business purposes. Performance requirements for required work are described below.

1.2 Personnel. The Contractor shall provide a qualified work force capable of providing the services specified in this contract.

2. DEFINITIONS

"Article" means one item, piece, or package and contents thereof received by the Contractor as listed on the inventory. It can be household effects, professional books, papers and equipment, privately owned vehicles, or general effects included in a shipment.

"Calendar Day" means the twenty-four hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.

"Cargo" means any items consigned to the Contractor under this contract for inbound or outbound shipment, whether consisting of household effects or of U.S. Government owned materials.

"Client" means all United States mission personnel for whom the required services are to be rendered.

"COR" means the Contracting Officer's Representative, appointed in accordance with Section 2 of this contract.

"Cube" means the cubic measure of space occupied by a given article after it has been packaged for shipment.

"CWT" Centi Weight or Weight per 100 pounds.

"Estimator" means the Contractor employee who has the responsibility to evaluate and provide calculations of the price of packing work to be undertaken. This employee shall provide all calculations in writing.

"Government" means the Government of the United States of America unless specifically stated otherwise.

"Gross Weight" means the weight of the packed shipping container, including the articles packed therein and all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing the container.

"Household Effects" means those items that are the personal property of post officials, and are therefore to be packed and transported at U.S. Government expense. This includes furniture, personal effects and consumables which, because of volume and weight, are shipped via surface freight. (Note: See the clause in Section D entitled "Prohibited Items" for a listing of items which are not to be packed or transported at U.S. Government expense).

"Inventory" means a Contractor-prepared list originated at the time the goods are packed. Each inventory is to be reviewed and signed by the client then turned over to the Contracting Officer's Representative.

"Lift Van" means a wooden storage crate.

"Modular Containers" – lift vans that are reduced in size to accommodate a particular shipment.

"Net Weight" means the gross weight of a shipment less its tare weight.

"Ordering Officer" means an authorized ordering official as designated in Section 1, paragraph 5.

"Packed by Owner (PBO)" means the owner has packed the items in the box but the box is not sealed. The contractor is liable for damage to these boxes as long as they are not sealed.

"Packing" means the activities required to wrap and protect an article, properly place the article in appropriate carton or box, and stow the article and its carton or box in a lift van of sufficient size and constructed in accordance with post specifications; includes obtaining customs clearances and required documentation for shipment, (i.e., via surface or air as appropriate).

"Packaging" means application or use of protective measures, including appropriate protective wrappings, cushioning and interior containers.

"Professional books, papers, and equipment" means reference material, instruments, tools, and equipment peculiar to technicians, mechanics and members of the professions and special skill areas; specialized, job-related clothing not considered to be normal or usual clothing; communication equipment used by members in association with their particular specialty; and military and individually owned or specifically issued field clothing and equipment.

"Services" means the services performed, workmanship, and material furnished or utilized in the performance of the services.

"Storage Pack" means the final result of wrapping and protecting of articles, and then properly placing these articles in appropriate cartons and boxes, and then storing these articles/cartons in storage pallet boxes as loose pack storage.

"Tare Weight" means the weight of an empty shipping container, excluding all materials used for wrapping, cushioning, banding, waterproofing, packaging, blocking and bracing articles within the exterior container.

"Unaccompanied Air Baggage (UAB)" means that portion of the total weight allowance of personal property which the client is permitted to ship via air freight. UAB typically includes those items required for short-term housekeeping, such as clothing, linen, and kitchen items.

3. GENERAL REQUIREMENTS

Packing of client Household Effects or Government-owned materials for transportation is a highly specialized function. The measure of performance shall be the condition of packed articles upon arrival at their destination. The Contractor must appreciate the importance of family possessions and U.S. Government property and always take the greatest care in handling and packing such articles. No claim for any additional compensation shall be considered unless it has been authorized by the Government in writing in advance. The Government shall not be responsible for any work performed which is not specifically provided for under the terms of this contract or authorized by the Government in writing in advance.

4. PACKING SPECIFICATIONS AND RESPONSIBILITIES

Labor employed to perform services under this contract shall be experienced and competent in the performance of such services. Those employees who perform services at the client's office or residence shall be neat and in uniform identifying them as employees of the Contractor.

4.1 Packing Services.

4.1.1 The Contractor agrees to provide complete services for surveying, packing, crating, weighing, and marking of household effects, surface baggage and official

Government shipments of commodities including, but not limited to, household effects, office and residential furniture, vehicles, and equipment and supplies for shipment within and from **Honduras**. Such services will be performed on goods located primarily within the **Tegucigalpa** metropolitan area, but also other areas of **Honduras** as requested.

4.1.2 . The Contractor shall provide all necessary packing and crating material required by this specification and standard industry practice for the services under this contract.

4.1.3. At the request of the COR, the Contractor shall survey the goods to be packed and furnish the Government with a written estimate of the weight and required number of lift vans or other containers in which to pack the goods to be shipped. The Contractor shall transport packing materials and vans to the designated location ready to perform the services required on the date and at the same time specified by the COR. The Government shall notify the Contractor 48 hours in advance unless otherwise mutually agreed. Any services performed outside of normal business hours as may be agreed upon between the parties to this contract shall be for the mutual convenience of the contracting parties and shall create no liability on the part of the Government for overtime or premium pay charges.

4.1.4. The Contractor shall provide export packing and related services following the best commercial practices to insure a shipment of the least tare weight and smallest cubic measurement that is compatible with assurance of transportation to destinations without damage or pilferage to containers or contents. Export packing shall include, but shall not be limited to, the following:

- Padding, dunnage and packing into cases, barrels or crates of all fragile items.
- Wrapping in water-proof paper and padding all items of furniture, television sets and other valuable equipment. The Contractor shall crate these item. The Contractor shall place these items in the lift vans so as to prevent damage or shifting while in transit.
- Padding securely all mirrors and framed pictures, marble tops, etc., in crates made to the proper size of good packing grade dry lumber with least tare weight.
- Mothproofing all rugs and carpets shall be mothproofed, and crating or wrapping without folding.
- Packing clothing items, linens, bedding, lamp shades and similar items in containers lined with tissue paper, carefully, to prevent excessive wrinkling or folding. **Packing of clothing items should also be available in vertical hanging custom made boxes.**
- Freezers or refrigerators shall be dry inside and the Contractor shall pad and secure all removable shelving and interior parts to prevent breakage or damage.

- Applying tightly and securely adequate steel banding to all wooden cases and containers and to the outside of other appropriate containers which may be used for shipments.

***All solid wood packing material (SWPM) entering the United States must be heat treated and marked according to the ISPM (International Standards for phytosanitary measures) 15 Standard, with an approved international mark certifying treatment. In practice all wood packaging (pallets, crates, boxes, etc.) made from unprocessed raw wood and used in supporting, protecting or carrying a commodity, must be heat treated and the packaging must be stamped on at least two sides with the officially approved mark verifying the treatment and incorporating the registration number of the producer of the packaging. This rule does not affect packing material made exclusively from manufactured processed wood products such as plywood, chipboard, and fiberboard, since these are products that are a composite of wood constructed using glue, heat and pressure or any combination thereof.

4.2 Inventory System. In conjunction with the client or his/her agent, the Contractor shall prepare six copies of an Inventory List of all articles packed, bearing the signature of the client or his/her agent together with the signature of the Contractor, both certifying to the correctness of the inventory. The Contractor shall ensure diligence in recording any unusual condition of the goods being packed by the Contractor. The inventory shall list each article. Words such as "HOUSEHOLD EFFECTS" or other general descriptive terms such as marred, scratched, soiled, worn, torn, gouged, and the like shall be avoided unless they are supplemented with a statement describing the degree and location of the exception. Care in the preparation of the initial inventory will assist in protecting the client of the property and the Contractor in the event of loss and/or damage. Inventory Lists shall specify the name of the client of the goods, the date of shipment and the name of the Contractor, and contain on the form an explanation of the condition symbols and location symbols. The original of the Inventory List will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR.

5. FREIGHT HANDLING

5.1 The Contractor shall act on behalf of the Government on any selected incoming and outgoing Government cargo that may be assigned to the Contractor under this contract, including the effecting of necessary transport of Government cargo within **Honduras**. The Contractor accepts full responsibility for any and all losses and/or damage, from the time such cargo is received into the hands of the Contractor until it is released into the custody of the Government as evidenced by a signed receipt. The Contractor further agrees that in any instance involving loss or damage to the Government cargo, where the Contractor fails to exercise reasonable diligence, the Contractor shall assume full responsibility for such losses or damage including payment of claims for such losses or damage.

5.2 The Contractor shall transport all incoming Government cargo handled under the contract from commercial facilities *at Tegucigalpa or Toncontin Airport* to the final destination in the **Embassy Warehouse in the Tegucigalpa** area or elsewhere in **Honduras** including off-loading from the Contractor's vehicle, as specified by the Ordering Official unless otherwise directed by the Ordering Official in writing to the Contractor.

5.3 The Contractor shall pick up from the Government in the **Tegucigalpa area** or elsewhere in **Honduras** in time to insure delivery to **Puerto Cortes or Toncontin Airport** facilities within **8:00 am to 5:00 pm** hours of the request for pickup. The Contractor shall not place cargo in any warehouse at Government expense without prior approval of the COR.

6. CONTRACTOR RESPONSIBILITIES

6.1 The Contractor is responsible for strict adherence to all instructions and quality requirements stated in this contract and shall provide the appropriate management effort to ensure that all services are performed. Each packing or unpacking team shall have a team leader to supervise the workforce and serve as a liaison with the COR. This designated person shall have supervision as his/her function during the time the Contractor is in the client's facility or residence and when Household Effects, Unaccompanied Baggage, or other cargo is being loaded into lift vans or other shipping containers.

6.2 Work Skills and Experience. The Contractor shall ensure that all personnel assigned to this contract possess the skills and experience necessary for accomplishing their individual tasks.

6.3 English Language Qualifications. Each Team Leader must possess sufficient ability in reading, writing, speaking and understanding the English language to carry out the duties prescribed herein for the position. The remaining staff must be able to follow simple instructions in English, and must be able to completely understand the instructions of the Team Leader.

6.4 The Contractor's employees shall not at any time:

- (a) Smoke in the client's facility or residence;
- (b) Arrive at the facility or residence under the influence of drugs or alcohol, or even with alcohol on the breath;
- (c) Drink alcoholic beverages on the job, even if offered;
- (d) Use the client's bathroom or towels without permission;
- (e) Engage in prolonged discussion or argument regarding the job;
- (f) Perform any work for the client not specified in this contract; or
- (g) Request or accept any articles or currency as a gratuity from the client for work performed under this contract.

7. SCHEDULING AND PLANNING SHIPMENT PICKUPS

7.1 Shipment Scheduling. The COR receives requests from clients for Household Effects packout dates, and will coordinate the scheduling of shipments with the Contractor. The COR will give the Contractor a completed "Request for Shipment" form which is the notification of scheduling and authority to proceed if "confirmed" is indicated. This form will serve as the task order. If "tentative" is checked, the Contractor shall contact the COR for information/instructions.

7.2 Pre-shipment Survey. Before the HHE has been packed, the Contractor shall, in connection with each instance of Household Effects services in this contract, make an on-site pre-shipment survey of the items to be shipped and/or stored to determine the approximate net weight of each category. The survey shall be conducted by an approved Estimator. The survey must list the major items of furniture, appliances and equipment which are to be included in the shipment and/or storage lot. It must also state the number of cartons and crates necessary to properly protect the loose and fragile items. The Contractor shall give a copy of each survey, signed and dated by the estimator, indicating total estimated net weight of both the export shipment and storage lot to the client **immediately** upon completion of the pre-shipment survey. A pre-shipment survey which deviates more than ten percent, either high or low, in either the export or storage estimates, will be documented by the COR in the Contractor's performance file. A pre-shipment survey will not normally be required for shipments other than Household Effects shipments.

8. DURATION OF PACKING

The Contractor shall perform all packing and/or pickup of household goods and personal effects on the date beginning and at the time agreed upon between the Contractor and the client or his/her agent. The client shall be any person the COR specifies as the client in the "Request for Shipment" form authorizing service. All services performed shall be performed on normal workdays between the hours of **8:00 am to 5:00 pm**. Services may only be performed at the residence before **8:00 am to 5:00 pm** on normal workdays, or other than normal work days with the mutual agreement of the parties. This agreement shall create no liability on the part of the Government for overtime or premium pay or other charges to be paid to the Contractor's employees. If the packing and/or pickup crews will arrive more than two hours later than the scheduled time agreed upon, the Contractor shall notify both the client and the COR in advance. Authorization for any changes in date and time must be authorized by the COR.

9. TARE WEIGHT LIMITATION

Whether for official shipments or for household effects, the tare weight shall not exceed 45% of the net weight of the articles packed. If it appears that the 45% limitation will be exceeded, the Contractor shall obtain advance approval of the COR before proceeding with the packing. The tare weight and cube of each shipment shall be the minimum which will afford adequate protection to the items being packed. Contractor shall weigh containers before packing in order to calculate net weight.

10. SHIPPING WEIGHT

The Contractor will be advised in writing by the COR as to the maximum weight allowance to be shipped and/or stored. The Contractor shall not exceed these weights without the COR's consent. If the shipment portion exceeds the maximum authorized weight, the COR must be informed. The Contractor shall remove items specified by the COR at no additional cost to the Government or employee. If a shipment is forwarded which exceeds the maximum weight designated in writing by the COR, the Contractor shall be responsible for all costs on that portion of the shipment which exceeds the maximum weight designated.

11. RECORD KEEPING REQUIREMENTS

11.1 Inventory Lists. The Contractor shall prepare a complete, accurate and legible Inventory List as the articles are packed. The client will review and sign the list. The original will be retained by the Contractor; one copy shall be given to the client or the client's agent; and the remaining copies shall be forwarded to the COR immediately after the packing is completed. All exceptions as to the condition of goods listed on the Inventory List must be brought to the clients attention before goods are removed from the government premises. The Inventory List must be signed by the client and the Contractor's Team Leader, both certifying to the correctness of the Inventory List.

11.1.1 The Inventory List shall show the number and contents of each carton, listed by the correct name in English AND **Spanish**; the date of shipment; lot number; name of Contractor; container (lift van); and, an explanation of the condition symbols used. The Contractor shall give a copy of the Inventory List to the client. Care in the preparation of the initial inventory will assist in protecting the owner of the property and the Contractor in the event of loss and/or damage. When there are two or more shipments, each shipment shall have a separate inventory and lot number. Copies of all Inventory Lists shall be provided to the COR by the Contractor.

11.1.2 The Inventory List shall also indicate by number which cartons are loaded into the respective shipping containers/lift vans.

11.1.3 The client's name shall appear on each sheet of the Inventory List, and the last sheet must also indicate the total number of boxes, total number of shipping crates (lift vans), net, tare and gross weights, with measurements and total cubic measure.

11.1.4 Art Objects. The packer shall list art objects by their specific names, i.e., drum, picture, mask, etc. The Inventory List shall include the type of material (malachite, wood, metal, etc.) and whether the item is of **Honduran origin**.

12. CONTRACTOR RESPONSIBILITIES FOR U.S.GOVERNMENT FURNISHED MATERIALS (**Reserved**)

13. STORAGE AREA REQUIREMENTS

13.1 All temporary or permanent storage provided, either for unpacked or packed household effects and unaccompanied air baggage, shall be inside storage buildings and areas that are acceptable to and approved by the COR.

13.2 In areas assigned for preparation and storage of household effects and unaccompanied air baggage the Contractor shall prevent pilferage or damage by sunlight, water, or fire. Household effects shall be stored in areas that are dry, well ventilated, clean, free from dust, insects and rodents, have adequate fire protection, and are accessible for routine inspection.

13.3 The Contractor shall keep aisles, driveways, and entrances free of storage and equipment not being currently handled or operated.

13.4 The Contractor shall remove waste or refuse from storage areas or kept in metal containers with tight-fitting metal lids.

13.5 Household effects shall be stored on skids, dunnage, pallet bases, elevated platforms, or similar storage aids, maintaining a minimum of two inches of clearance from the floor to the bottom-most portion of the stored goods. The Contractor shall not store property in contact with exterior or interior walls.

14. REQUIREMENTS FOR STORAGE METHODS

14.1 The Contractor shall place household effects and unaccompanied air baggage into temporary or permanent storage inside a warehouse on the day of receipt or, in the event of inclement weather, immediately upon receipt.

14.2 All loose-packed storage of household effects shall be of the enclosed lift van type. The Contractor shall obtain the COR's approval for any exceptions. Lift vans shall have sound walls and tops and shall be fully enclosed to prevent the entry of dust and other contaminants. The Contractor shall identify all pallet boxes and other boxes and storage containers by affixing to the front of each lift van or container a sign at least 24 centimeters by 15 centimeters in size, type set on poster board material, not hand printed, with the following legend:

U.S. Post
(Shipper's last name)
(lot number)

All letters on each sign described above shall be at least 5 centimeters in height.

14.4 The Contractor shall replace moth repellents upholstered articles at least every six months.

14.5 The Contractor shall store rugs in fully enclosed rug tubes or rug cartons in rug racks. No more than two rugs are to be stored in each tube or carton. The Contractor shall replenish moth repellents at least every six months.

14.6 The Contractor shall establish and maintain a locator system to enable prompt identification and removal of effects in storage.

14.7 The Contractor shall store upholstered and overstuffed furniture in special enclosed lift van containers apart from other effects. Upholstered rooms must be fully enclosed areas containing only articles of furniture in loose-pack storage. Walls must have sturdy framing and be covered with a solid sheathing material such as masonite, cellotex, or plywood of a minimum thickness of one-quarter inch. Sheathing shall be free of holes and tightly joined to prevent the entry of dust and contaminants. Entry doors into such upholstered storage rooms must be kept closed at all times except during periods of actual placement into and/or removal of furniture. Any other type of upholstered storage must be specifically approved by the COR before use.

14.8 If this BPA expires while the Contractor still has items in storage, the Contractor shall continue to comply with the terms and conditions of this Agreement, for up to six additional months after the Agreement expires. Within this six month period, the COR will provide instructions for movement of these items at Government expense to another location.

15. WAREHOUSE RECEIPT

15.1 Upon receipt of effects, the Contractor shall prepare a Non-Negotiable Warehouse Receipt. The terms shall be subject to approval by the COR, indicating the American post or other Government Agency as the depositor. If the Warehouse Receipt contains provisions that differ from items in this contract, or that are not contained in this contract, these provisions in the Warehouse Receipt shall have no effect against the United States Government unless the United States Government specifically, in writing, approved each provision at the time the receipt was drafted.

15.2 The Warehouse Receipt shall also indicate the name of the owner of the goods, the number of the authorization, the net weight of the storage lot, the number of items deposited, the kind of items and the condition in which they are received. The Contractor shall mail the original of the Warehouse Receipt to the COR within twenty-five calendar days of the pickup of the storage at the Government facility. If access and segregation and/or partial removal is performed, the Contractor shall prepare a new Non-Negotiable Warehouse Receipt and submit it as directed above.

16. WAREHOUSE FACILITIES

16.1 Warehouse Facilities must be approved by the COR and meet the following criteria:

- Storage buildings shall be constructed, with masonry walls and floors, watertight roofs, and maintained in good condition. The building shall be kept dry, clean, well ventilated, free of dampness, free of moths, rats, mice, and insects, and in orderly condition at all times.
- Each building used for storage under this contract shall have as the minimum standard for qualification either:
 - an acceptable automatic fire detection and reporting system, or an acceptable automatic sprinkler system; or
 - a fire prevention and control plan, posted and maintained in each building; and necessary fire extinguishers and/or approved fire-fighting apparatus available and in good working order at all times.

In addition, each storage facility must be protected by an adequate water supply for fire-fighting and a fire department which is responsive twenty-four hours per day. Statements from the cognizant fire insurance rating organization shall be used by the Government as a definitive basis for determining the sufficiency or adequacy of a fire-fighting water supply and the responsiveness of a fire department to protect a facility.

- The Contractor shall insure that all installed fire protective systems shall be accredited by the cognizant fire insurance rating organization for insurance rate credit.

17. NOTIFICATION OF COMPLETION OF SERVICES

17.1 As soon as the required services for outgoing cargo and unaccompanied air baggage shipments are completed, the Contractor shall notify the COR and provide the following information:

- If a shipment of other than Household Effects: Name and Agency affiliation of employee requesting the shipment. Name and Agency affiliation of employee who owns the effects.
- Government Agency Packing Authorization Number
- Ultimate destination of shipment
- Date of pickup, number of pieces and gross weight of shipment.
- Bill of Lading or Airbill number assigned to the shipment.

17.1.1 A U.S. Government Bill of Lading (GBL) will be issued for each shipment by the authorizing Government Agency. The GBL will either be:

- forwarded by the Government directly to the carrier specified to transport the shipment; or
- forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is picked up at the Contractor's premises; or
- forwarded to the Contractor to be surrendered to the carrier or its agent when the shipment is delivered by the Contractor to the carrier or his agent.

The Contractor shall obtain a proper receipt from the carrier or its agent at the time the baggage is delivered to the carrier by the Contractor.

Upon completion of each assigned packing effort, the Contractor shall provide to the COR a Notice of Availability for Shipment. On this Notice, the Contractor shall report the identity of each completed export packing effort, and whether each was for Household Effects, UAB, or general cargo. The Contractor shall confirm each such notification by submitting to the COR, within twenty-four hours, four copies of the Inventory List, together with a written request for shipping instructions containing the following information:

- Name of client and Agency affiliation
- Government Agency Packing Authorization Number
- Ultimate destination of shipment
- One copy of the export inventory properly prepared
- Packing list itemizing the contents of each shipping container by inventory number; Net, Tare and Gross weight; and a cubic measurement of each shipping container and of total shipment.

17.2 Upon receipt of the above information, the COR will furnish to the Contractor, in writing, any additional shipment marking information; the necessary shipping data; and a completed and signed U.S. Government Bill of Lading (GBL) for each shipment that the Contractor has reported ready to ship. The Contractor shall tender the GBL to the carrier specified to transport the shipment to the port of embarkation. It shall be the responsibility of the Contractor to contact the carrier in sufficient time to load the shipment on the carrier's vehicle in time to have the shipment delivered to the port of embarkation by the delivery date designated in the shipping data furnished by the Government. In addition, the Contractor shall ensure that all customs procedures have been accomplished, and shall obtain required documentation for all shipments. It is also the Contractor's responsibility to notify the COR in writing if any shipment cannot be delivered to the port of embarkation by the date specified and the reason. Failure to provide this notice prior to the latest date the shipment is to be delivered to the pier may subject the Contractor to any Liquidated Damages to be paid by the Contractor to the carrier.

18. REQUIREMENTS FOR THE DELIVERY AND UNPACKING OF HOUSEHOLD EFFECTS, UNACCOMPANIED BAGGAGE (UAB) and GENERAL CARGO.

18.1 Receipt of Effects and Unaccompanied Air Baggage. It shall be the responsibility of the Contractor to notify the COR immediately if any shipment is received in damaged condition and make notation of any visible loss or damage on the reverse side of the Government Bill of Lading and/or on carrier's delivery receipt. Loose-packed effects shall be properly inventoried on receipt and immediately placed in proper palletized storage. If it is necessary to unload a steamship container and place the effects into loose-pack storage prior to delivery, an Inventory List shall be prepared and signed by the Contractor when the effects are removed from the container and placed into storage.

18.2 Delivery of Household Effects and Unaccompanied Air Baggage To a Residence.

18.2.1 The placing of Household Effects and UAB in the client's residence, as specified, shall include, but not be limited to, the laying of pads and rugs; placing of items of furniture within rooms; setting up of beds, including the placing of springs and mattresses on bed frames; and the placing of all kitchenware, dinnerware, glassware, silverware, linens and other miscellaneous items in locations specified by the client or his/her representative. The Contractor is not required to move furniture within the residence after the first placing of furniture.

18.2.2 The Contractor shall inquire of the client at the time arrangements are made for delivery, if the shipments include large items such as pianos, freezers, refrigerators, etc. The Contractor shall have piano boards and other necessary tools and equipment on hand to open containers and safely move these items.

18.2.3 The Contractor shall unpack the client's household effects and remove all debris the same day the effects are delivered, or by the close of the next working day; unless the client requests removal of debris at a later date.

18.2.4 The Contractor shall place UAB in the client's residence in packed or crated condition. Strapping shall be cut and crates shall be opened when requested by the client or his/her authorized agent.

18.2.5 The Contractor shall use a tarpaulin or other suitable floor covering to protect floors while work is in progress.

18.3 Obtaining Delivery Receipt.

18.3.1 The Contractor shall be required to obtain a delivery receipt in duplicate signed by the client or his/her authorized agent upon completion of the delivery and/or the unpacking and placing of the household effects in the residence. The original of this receipt shall be retained by the Contractor and the remaining copy shall be submitted with the Contractor's invoice for payment.

18.3.2 It shall be the responsibility of the Contractor to prepare a separate Inventory List, signed by the client or his/her agent, listing all articles lost or damaged and describing such loss or damage. This Inventory List shall be submitted to the COR within seven calendar days after delivery of the goods.

18.4 Removal of Debris and Return of Containers. The Contractor shall, upon completion of delivery and unpacking services, remove all trash dunnage, and debris from all shipping vans and containers. The Contractor shall promptly deliver all empty steel vans, and other special-type containers, to the carrier or its authorized local agent. Steamship containers shall be released, immediately after unloading, to the local agent of the delivering carrier. The Contractor shall deliver containers owned by the Department of State to a local warehouse or depository as designated by the COR. All other vans and containers, after completion of service, shall become the property and responsibility of the Contractor.

19. VEHICLES. The Contractor shall provide all vehicles necessary for the performance of this contract. All vehicles shall be kept in safe operating condition at all times with a valid safety inspection sticker attached if required by local law. The Contractor shall provide all fuel and lubricants for the vehicles.

19.1 Vehicle Size. The Contractor shall provide the necessary vehicles of appropriate size (2.5 tons or more) for local transportation of shipments and Unaccompanied Air Baggage.

19.2 Condition of Vehicles. The Contractor shall maintain its vehicles in the proper mechanical condition to assure their full availability when needed, and to assure that shipments are reliably and safely transported from the residence to the appropriate staging area.

19.3 Non-availability of Vehicles. Should the Contractor encounter mechanical difficulties that would otherwise prevent the scheduled completion of a scheduled pick-up, the Contractor shall immediately obtain a suitable substitute vehicle at no additional cost to the Government. Non-availability of suitable vehicles shall not constitute acceptable justification for late pickup or delivery, or for additional costs to the Government.

20. COMPUTATION OF WEIGHT

20.1 Gross Weight (See C.2) is calculated by adding the Net Weight (See C.2) of the contents to the weight of the shipping container and any bracing material used to secure articles in the container.

20.2 The Contractor shall designate and the COR shall approve a scale to be used for determination of shipment weights. Subject scale must be officially certified by the **Government of Honduras** as accurate and must continually display documentation in

testimony thereof. All official certificates of accuracy must be periodically updated and recertified to ensure there is no lapse of certification.

20.3 The COR or an appointed representative may be present at the scale site when any shipment weight is taken to witness the accuracy of the reading.

20.4 The Contractor shall submit to the COR with each invoice a weight certificate, signed by the Government employees for whom services were rendered, and the name of any Government employee who witnessed the weight reading.

20.5 When the Net Weight of a shipment has not been determined by actual measurement before shipment occurs, for payment purposes the Net Weight shall be defined as two thirds of the Gross Weight of the shipment. With the invoice for each shipment, the Contractor shall submit a written justification describing why the shipment could not be weighed before it was shipped.

ATTACHMENT 3 PACKING SPECIFICATIONS

1. CONTAINER SPECIFICATIONS

1.1 Containers to be used for export shipments of effects under this contract must be soundly constructed of waterproof plywood, lined with a waterproof barrier, and reinforced with an inside framework. Wooden containers must be heat treated or fumigated based on the requirements of the destination country. Full consideration should be given to eliminating damage to the effects from exposure to inclement weather, salt water, salt atmosphere, and possible violent external forces incident to ocean and/or inland transportation and rough handling, so as to insure safe and undamaged arrival of the effects at the destination. The top of the container shall have a metal roofing for shipments transiting areas of heavy rain or snow fall. Caulking compound must be used when wooden container panels are assembled to insure watertight joints. See Attachment 5, Container Specifications.

1.2 When container shipping services are available, the containers shall be shipped and stowed inside the ship's containers; therefore, the containers shall be of the cubic measurements designed to take maximum advantage of the inside measurements of the ship's containers.

1.3 The Contractor shall adhere to the procedures in Attachment 5, Container Specifications.

1.4 The containers built to the referenced Attachment 5, Container Specifications dimensions shall be called "modular household effects containers". All export shipments of household effects under this contract shall be made using the modular containers.

1.4.1 The modular containers built and/or used under this contract are the sole property of the Government, and shall be handled with such care as shall permit subsequent reuse with minimum repair or refurbishing.

1.4.2 When the Government specifies use of a used modular container in export shipment of Household Effects under this contract, the Contractor shall offer in its invoice an equitable discount from the applicable contract rate. The amount of such discount will vary according to the extent of repair needed, or other conditions of the used containers, and shall be determined on an individual case basis upon mutual appraisal by the Contractor and the COR.

2. STANDARDS FOR PACKING HOUSEHOLD EFFECTS (HHE) AND UNACCOMPANIED AIR BAGGAGE (UAB)

Household Effects and Unaccompanied Air Baggage should be packed in a manner requiring the least cubic measurement, producing packages that will withstand normal movement without damage to crates, lift vans, cartons, or contents and at a minimum of

weight. Further, the number and weight of boxes, crates or lift vans shall not be greater than necessary to accomplish efficient movement.

3. WRAPPING AND PACKING

All articles subject to breakage, denting, scratching, marring, soiling, chafing, or damage shall be wrapped at the specified pickup site, using wrapping material to prevent such damage. This should be accomplished according to the following guidelines:

3.1 Establish a work area in a room with easy access to the majority of the items to be packed.

3.2 Floors of residences shall be covered by drop cloths or canvas to protect the surface while work is in progress.

3.3 Keep packing materials together; do not allow them to become scattered throughout the house.

3.4 All packing materials, boxes, and containers must be dry, clean, in sound condition, free of substances which might damage the contents, and of sufficient strength to protect the contents.

3.5 New cartons shall be used for packaging box springs, mattresses, linens, bedding and clothing.

3.6 Chinaware, mattresses, box springs, clothing, kitchenware, small electrical appliances, books and similar items shall be packed and sealed at residence.

3.7 Disassemble large or bulky items if this can be done without damage to the item. Nuts, bolts, screws, or other hardware shall be securely wrapped in plastic or paper, and clearly marked. This packet should be securely attached to the articles from which removed, but not in a manner that could damage the article.

3.8 Legs or other articles removed from furniture shall be properly wrapped, bundled together, identified (i.e. "dining room table legs, 6 each") and listed separately on the Inventory List, indicating the items on the Inventory List to which they belong.

3.9 Make a note of the articles requiring special handling and assure that these items are packed and handled and containers marked, accordingly.

3.10 Before leaving the premises, check with the client to make sure all desired packing has been completed. If packing is completed, clean up and remove all debris from the area.

4. PROHIBITED ACTIONS

Contractor employees shall not:

- 4.1 Attempt to disassemble, assemble, or repair electrical appliances or mechanical items;
- 4.2 Disconnect or connect any gas appliances;
- 4.3 Touch lamp shade coverings or other items which could suffer stains;
- 4.4 Pack irons, kitchenware or other heavy pieces in barrels containing china, glassware or other breakable items;
- 4.5 Place pictures or mirrors between layers of bedding or linen;
- 4.6 Pack heavy articles on top of shoes;
- 4.7 Wrap books, lamp shades, linens or other light-colored items in newspaper, as the newsprint will rub off and stain;
- 4.8 Pack cleaning compounds, soap, furniture polish or medicine in the same carton with groceries;
- 4.9 Place any other items in cartons with lampshades or load any boxes beyond their capacity.

5. PROHIBITED ITEMS

Contractors SHALL NOT pack:

- 5.1 Live animals, birds, or plants;
- 5.2 Trailers, with or without other property;
- 5.3 Boats or component parts, including outboard motors;
- 5.4 Aircraft;
- 5.5 Alcoholic beverages, if the shipment is to the United States;
- 5.6 Groceries and provisions, other than those for consumption by client and immediate family;
- 5.7 Coins, currency, valuable papers, or jewelry, as the client must retain custody of these articles; or

5.8 Dangerous items such as loaded firearms, ammunition, explosives, flashbulbs, matches, flammables, acids, paints, or aerosol containers.

6. SPECIAL HANDLING INSTRUCTIONS

Certain items which are to be packed as part of Household Effects shall be afforded special handling by the packers as follows:

6.1 Professional Books, Papers and Equipment. Packing shall be in the same manner as other articles, but such items shall be packed, weighed, marked, numbered and listed separately on the Inventory List. The client will identify such items and set them apart from the rest of the Household Effects.

6.2 Articles of extraordinary value. Packing shall be performed only in the presence of the client or his/her agent. For official packing of U.S. Government articles of extraordinary value, specific instructions shall be provided to the Contractor in each case by the COR.

6.3 Art Objects and Artifacts. The packer is to note the ratio of artwork to Household Effects among the client's effects, and if the ratio appears excessive, the Contractor shall notify the COR.

6.4 Electronic Items. Since UAB is more likely to sustain damage en route, electronic equipment is recommended to be shipped as household effects and not as UAB with an estimated value over \$150.00. Should the client insist that such items be included in UAB, the contractor shall advise the client of the risks of damage, advise the client that they can file a claim or obtain private insurance., The contractor will note on the COR copy of the Inventory List that such advice was given.

6.5 Furniture. Large items of furniture which do not fit into standard cartons shall be protected with packing material and heavy gauge cardboard cut and fitted to the item. For fragile or heavy items, a wooden crate shall be constructed around the item. Examples of items requiring such special treatment include pianos, curio cabinets, ornamental screens, and other furnishings subject to damage.

6.6 Shipping of Vehicles. For purposes of this contract, MOTORCYCLES are to be considered HHE.

6.7 If specifically requested by the COR, the Contractor shall also provide boxing services for vehicles. Boxing services shall include: (1) complete water cleaning of vehicle, especially under carriage, (2) removal of wheels, (3) bolting of vehicle to box container platform, and (4) enclosing vehicle in a wood box that will withstand transshipment strains.

7. PROTECTION AGAINST INSECTS

Many different types of insects can damage Household Effects in transit or storage. The Contractor shall take measures to prevent such damage, with the following constituting the minimum acceptable measures:

7.1 Household Effects susceptible to insect damage shall be carefully inspected prior to packaging and packing. If infestation is present, the Contractor shall advise both the client and the COR, and note this on the Inventory List.

7.2 Items made of wool shall be wrapped and packaged and securely sealed to prevent entry of insects.

8. WATERPROOFING

All Household Effects and Unaccompanied Air Baggage shall be protected from water damage resulting from rain, humidity or dampness, with the following constituting minimum acceptable protective efforts:

8.1 Wooden crates or lift vans shall be lined with waterproof paper.

8.2 If open vehicles are used to transport a shipment, a weatherproof tarpaulin large enough to fully cover the cargo shall be used.

9. LABELING OF BOXES AND CARTONS

9.1 Every box shall be clearly marked with indelible marker pen or paint to assist in location and identification of the client's effects. When a shipment is delivered to an incorrect address due to incorrect marking by the Contractor, the shipment shall be forwarded with the least possible delay to the correct location by a mode of transportation selected by the COR. The Contractor shall be held liable for all additional costs incurred by the Government due to incorrect marking by the Contractor, including charges for preparation, drayage, and transportation.

9.2 All cartons shall be sequentially numbered and the contents identified (i.e. Kitchenware, Books, Toys, etc.) by means of indelible markings on the exterior of each box. Such markings may be handwritten, as long as they are legible.

9.3 All cartons shall be clearly marked on the sides and top to indicate which end should be up.

9.4 All boxes containing mirrors or picture frames shall be clearly marked to indicate which side to open.

10. PACKING ARTICLES INTO WOODEN LIFT VANS

10.1 After articles have been wrapped and packed in cartons, they shall be loaded onto the Contractor's vehicle for transport to the work site specified by the COR. Under the supervision of the COR, the articles shall be packed into wooden lift vans supplied by the Contractor.

10.2 The Contractor is responsible for accomplishing any necessary assembly of lift vans to make them ready to receive a shipment..

10.3 Articles shall be packed into lift vans in such a manner as to minimize the possibility of damage from shifting of the contents within the lift van.

10.3.1 Lighter and fragile items (i.e. china, artwork, glassware, etc.) shall be packed at the top of the lift van, and never underneath heavy cartons.

10.3.2 Cartons shall not be over packed. Packed cartons with bowed sides or split seams are unacceptable. Lift vans with evidence of over packing are also unacceptable. In either case, the Contractor shall be required to repack the articles in a suitable manner without additional cost to the Government.

10.4 If the workday ends before packing is completed, before the packers finish at a residence, the cartons shall be placed in a secure storage area at the work site if the COR so directs. The cartons shall be packed into lift vans on the next workday.

10.5 The packed lift vans shall be securely wrapped with metal bands.

11. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
<u>Services.</u> Performs all shipping and packing services set forth in the scope of work.	1. thru 19.	<i>All required services are performed and no more than one (1) customer complaint is received per month</i>

Monitoring Performance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items, if any of the services exceed the standard.

PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed, they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

ATTACHMENT 4

GOVERNMENT FURNISHED PROPERTY

Government Furnished property will not be provided

ATTACHMENT 5

CONTAINER SPECIFICATIONS

Effective September 16, 2005 all solid wood packing material (SWPM) entering the United States must be either heat treated or fumigated with methyl bromide, in accordance with the Guidelines on 7 CFR 319.40 and marked with an approved international mark certifying treatment. This change will affect all wood packaging material in connection with importing goods into the United States. Heat treatment is preferred.

Similar importation restrictions are being implemented in other countries. For a complete list of affected countries with similar wood importation restrictions and the effective date of the restrictions, visit the USDA Website. Because similar wood restrictions are already in place in the European Union, shipments destined or transiting through our storage facility in ELSO Antwerp should also be heat-treated or fumigated with methyl bromide.

SECTION 2 CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4

None

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (OCT 2010)

As prescribed in [12.301](#)(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- [] (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- [] (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- [] (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[**X**] (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub L. 109-282)(31 USC 6101 note)

[] (5) – (20) Reserved

[] (21) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[] (22) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

[] (23) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

[] (24) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

[] (25) [52.222-36](#), Affirmative Action for Workers with Disabilities (OCT 2010) ([29 U.S.C. 793](#)).

[] (26) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

[] (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

[] (28) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).

[] (30) (i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of [52.223-16](#).

[X] (31) [52.223-18](#), Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

[] (32) Reserved

[] (33) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

[] (ii) Alternate I (Jan 2004) of [52.225-3](#).

[] (iii) Alternate II (Jan 2004) of [52.225-3](#).

[] (34) [52.225-5](#), Trade Agreements (AUG 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

[X] (35) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (36) – (37) Reserved

[] (38) 52.232-29, Terms for Financing of Purchases of Commercial Item (FEB 2002)(41 USC 255(f), 10 USC 2307(f))

[] (39) 52.232-30, Installation Payments of Commercial Item (OCT 1995) (41 USC 255(f), 10 USC 2307 (f))

[] (40) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

[X] (41) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) ([31 U.S.C. 3332](#)).

[] (42) - (43) Reserved

[] (44)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

[] (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) Reserved

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- (ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5m for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iii) Reserved
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- (v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- (vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (OCT 2010) ([29 U.S.C. 793](#)).
- (vii) Reserved.
- (viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351, et seq.](#)).

- (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- [] Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).
- (xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).
- (xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html>

DOSAR clauses may be accessed at:

<http://www.statebuy.state.gov/dosar/dosartoc.htm>

These addresses are subject to change. IF the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of a network "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance Work on a Government Installation (JAN 1997)
52.233-1	Disputes Alternate I DEC 1991/JUL 2002
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (for services to be performed on USG installations) APR 1984
52.237-3	Continuity of Services (JAN 1991)
52.247-5	Familiarization with Conditions (APR 1984)
52.247-7	Freight Excluded (APR 1984)
52.247-10	Net Weight - General Freight (APR 1984)
52.247-11	Net Weight - Household Goods or Office Furniture (APR 1984)
52.247-12	Supervision, Labor, or Materials (APR 1984)
52.247-13	Accessorial Services – Moving Contracts (APR 1984)
52.247-14	Contractor Responsibility for Receipt of Shipment (APR 1984)
52.247-15	Contractor Responsibility for Loading and Unloading (APR 1984)
52.247-16	Contractor Responsibility for Returning Undeliverable Freight (APR 1984)
52.247-17	Charges (APR 1984)
52.247-18	Multiple Shipments (APR 1984)
52.247-21	Contractor Liability for Personal Injury and/or Property Damage (APR 1984)
52.247-22	Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)
52.247-27	Contract Not Affected by Oral Agreement (APR 1984)
52.247-28	Contractor's Invoices (APR 1984)
52.247-63	Preference for U.S.-Flag Air Carriers (JAN 1997)
52.248-1	Value Engineering (FEB 2000)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from a one year base period and two year option period, if exercised. See Section 1, clause 2.
- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **two delivery orders**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of **five per day**;
- (2) Any order for a combination of items in excess of **ten per day**; or
- (3) A series of orders from the same ordering office within **two days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one day** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including

the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **thirty six months or three years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30** of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30** of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.247-23 CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO
HOUSEHOLD GOODS (JAN 1991) (DEVIATION)

(a) Except when loss and/or damage arise out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall be liable to the owner for the loss of and/or damage to any article while being-

- (1) Packed, picked up, loaded, transported, delivered, unloaded, or unpacked;
- (2) Stored in transit; or
- (3) Serviced (appliances, etc.) by a third person hired by the Contractor to perform the servicing.

(b) The Contractor shall be liability for loss and/or damage discovered by the owner if written notice of such loss and/or damage is dispatched to the Contractor not later than 75 days following the date of delivery.

(c) The Contractor shall indemnify the owner of the goods at a rate of \$5.00 per pound (or metric equivalent in local currency) based on the total net weight.”

DEPARTMENT OF STATE ACQUISITION REGULATION (48 CFR Chapter 6)
CLAUSES

NUMBER	TITLE AND DATE
652.225-71	Section 8(a) of the Export Administration Act of 1979, As Amended (if order exceeds \$150,000) AUG 1999
652.229-71	Personal Property Disposition at Posts Abroad AUG 1999
652.237-72	Observance of Legal Holidays and Administrative Leave (for services where performance will be on-site in a Department of State facility) APR 2004
652.242-70	Contracting Officer’s Representative (if a COR will be named for the order) Fill-in for paragraph b: “The COR is Customs and Shipping Supervisor ” AUG 1999
652.242-71	Notice of Shipments (for overseas shipment of supplies) JUL 1988
652.242-73	Authorization and Performance AUG 1999
652.243-70	Notices AUG 1999

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

All work shall be performed during except for the holidays identified below. Other hours may be approved by the Contracting Officer's Representative. Notice must be given 24 hours in advance to COR who will consider any deviation from the hours identified above.

a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Day of Americas
Holy Thrusday

Good Friday
Easter Saturday
Honduran Labor Day
Memorial Day
Independence Day
Labor Day
Central American Independence
Morazan's Birthday
Columbus Day
Discovery of America
Honduran Armed Forces Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is **Customs and Shipping Supervisor**

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a sub-Contractor or joint venture partner, then such sub-Contractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 SOLICITATION PROVISIONS

FAR 52.212-1, Instructions to Offerors -- Commercial Items (APR 2008) is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each quotation must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the quoter can provide the necessary personnel, equipment and financial resources needed to perform the work;
- (5) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Description of vehicles to be used for the transport of shipments.
- (7) Description of warehouse including safety features where shipments may be stored.
- (8) Provide a written quality assurance plan describing steps the company will take to ensure the quality of service required by the contract is provided.

A.3. If required by the solicitation, provide either:

- a copy of the Certificate of Insurance, or
- a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of a network “search engine” (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Contractor Identification Number -- Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (FEB 2009)(DEVIATION)

(a) The Department of State’s Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1693, by fax at (703) 875-6155, or write to: U.S. Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award

phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Mona Kuntz, Management officer, at fax 2236-5245**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1693, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 900, SA-27, Washington, DC 20522-2712.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a Blanket Purchase Agreement (BPA) resulting from this solicitation to the quoter(s) that offers the lowest priced, technically acceptable quotation and who is/are also a responsible Contractor. The Government may elect to award a single BPA or multiple BPAs, dependent upon quality of quotations received and need. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable quotations that do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the quoter with its quotation.
- c) **Price Evaluation.** The lowest price will be determined by adding all the offered prices to reach a total price. Since no estimated quantities are provided, unit prices will simply be added together to reach a total price, for evaluation purposes. This addition will be done for each period of performance, arriving at a grand total. The Government reserves the right to reject quotations that are unreasonably low or high in price.
- d) **Responsibility Determination.** Responsibility will be determined by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - be otherwise qualified and eligible to receive an award under applicable laws and regulations.

ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provisions are provided in full text:

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5- OFFEROR REPRESENTATIONS AND CERTIFICATIONS

52.212-3 Offeror Representations and Certifications - Commercial Items (JAN 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” Reserved

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c)."

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product

that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”— Reserved

“Small business concern” - Reserved

“Veteran-owned small business concern” - Reserved

“Women-owned business concern” - Reserved

“Women-owned small business concern” – Reserved

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs_____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These

amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) – (d) Reserved

(e) Certification Regarding Payments to Influence Federal Transactions ([31 U.S.C. 1352](#)). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) – (g) Reserved

(h) Certification Regarding Responsibility Matters (Executive Order 12689). The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if

there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

(2) Certification.

- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any

such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States

(k) Reserved

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#) [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(C\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(5) Common parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent:
Name _____
TIN _____

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an offer, the offeror represents that is not an inverted domestic corporation and is not a subsidiary of one.

(o) Sanctioned activities relating to Iran.

(1) Unless a waiver is granted or an exception applies as provided in paragraph (o)(2) of this provision, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996.

(2) The certification requirement of paragraph (o)(1) of this provision does not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <i>where there are no</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(4) Local nationals or third country nationals where contract performance takes place in a country where there <i>are</i> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
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(b) The contracting officer has determined that for performance in the country of **Honduras**.

☒ Workers' compensation laws exist that will cover local nationals and third country nationals.

☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.